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7 **UNITED STATES DISTRICT COURT**
8 **CENTRAL DISTRICT OF CALIFORNIA**
9

10 THE ESTATE OF RICHARD RISHER,
11 JR. and LISA SIMPSON,

12 Plaintiffs,

13 v.

14 CITY OF LOS ANGELES,
15 FRANCISCO ZARAGOZA, ISAAC
16 FERNANDEZ, JOSE CHAVEZ,
17 RICHARD RISHER, SR., and Does 1
18 through 10, inclusive.

19 Defendants.

20 **CASE NO. CV17-00995 MWF (KKx)**

21 *Hon. Michael W. Fitzgerald, Ctrm. 5A, 5th Fl.
Hon. Mag. Kenly Kiya Kato, Ctrm. 3, 3rd Fl.*

22 **PROTECTIVE ORDER RE:
DISCLOSURE OF CONFIDENTIAL
INFORMATION**

23 **ORDER ON STIPULATION**

24 The Court, finding good cause, Orders as follows:

25 1. **A. PURPOSES AND LIMITATIONS**

26 Discovery in this action is likely to involve production of confidential, proprietary
27 or private information for which special protection from public disclosure and from use
28 for any purpose other than prosecuting this litigation may be warranted. Accordingly,
the parties hereby stipulate to and petition the Court to enter the following Stipulated
Protective Order. The parties acknowledge that this Order does not confer blanket
protections on all disclosures or responses to discovery and that the protection it affords
from public disclosure and use extends only to the limited information or items that are

1 entitled to confidential treatment under the applicable legal principles.

2 **B. GOOD CAUSE STATEMENT**

3 This action involves the City of Los Angeles and members of the Los Angeles
4 Police Department. Plaintiff is seeking materials and information that Defendants the
5 City of Los Angeles et al. (“City”) maintains as confidential, such as personnel files of
6 the police officers involved in this incident, Internal Affairs materials and information,
7 video recordings, Force Investigation Division materials and information and other
8 administrative materials and information currently in the possession of the City and
9 which the City believes need special protection from public disclosure and from use for
10 any purpose other than prosecuting this litigation. Plaintiff is also seeking official
11 information contained in the personnel files of the police officers involved in the subject
12 incident, which the City maintains as strictly confidential and which the City believes
13 need special protection from public disclosure and from use for any purpose other than
14 prosecuting this litigation.

15 The City asserts that the confidentiality of the materials and information sought
16 by Plaintiff is recognized by California and federal law, as evidenced *inter alia* by
17 California *Penal Code* section 832.7 and *Kerr v. United States Dist. Ct. for N.D. Cal.*,
18 511 F.2d 192, 198 (9th Cir. 1975), aff’d, 426 U.S. 394 (1976). Plaintiffs assert that any
19 substantive state law privileges are inapplicable and that federal substantive law governs
20 this action. The City has not publicly released the materials and information referenced
21 above except under protective order or pursuant to a court order, if at all. These materials
22 and information are of the type that has been used to initiate disciplinary action against
23 Los Angeles Police Department (“LAPD”) officers, and has been used as evidence in
24 disciplinary proceedings, where the officers’ conduct was considered to be contrary to
25 LAPD policy.

26 The City contends that absent a protective order delineating the responsibilities of
27 nondisclosure on the part of the parties hereto, there is a specific risk of unnecessary and
28 undue disclosure by one or more of the many attorneys, secretaries, law clerks,

1 paralegals and expert witnesses involved in this case, as well as the corollary risk of
2 embarrassment, harassment and professional and legal harm on the part of the LAPD
3 officers referenced in the materials and information.

4 The City also contends that the unfettered disclosure of the materials and
5 information, absent a protective order, would allow the media to share this information
6 with potential jurors in the area, impacting the rights of the City herein to receive a fair
7 trial.

8 Accordingly, to expedite the flow of information, to facilitate the prompt
9 resolution of disputes over confidentiality of discovery materials, to adequately protect
10 information the parties are entitled to keep confidential, to ensure that the parties are
11 permitted reasonable necessary uses of such material in preparation for and in the
12 conduct of trial, to address their handling at the end of the litigation, and serve the ends
13 of justice, a protective order for such information is justified in this matter. It is the
14 intent of the parties that information will not be designated as confidential for tactical
15 reasons and that nothing be so designated without a good faith belief that it has been
16 maintained in a confidential, non-public manner, and there is good cause why it should
17 not be part of the public record of this case.

18

19 **C. ACKNOWLEDGMENT OF PROCEDURE FOR FILING UNDER**
20 **SEAL**

21 The parties agree that any pleadings, motions, briefs, declarations, stipulations,
22 exhibits or other written submissions to the Court in this litigation which contain or
23 incorporate Confidential Material shall be lodged with an application to file the papers
24 or the portion thereof containing the Confidential Material, under seal.

25 The parties further acknowledge, as set forth in Section 12.3, below, that this
26 Stipulated Protective Order does not automatically entitle them to file confidential
27 information under seal and that Local Civil Rule 79-5 sets forth the procedures that must
28

1 be followed and the standards that will be applied when a party seeks permission from
2 the Court to file material under seal.

3 There is a strong presumption that the public has a right of access to judicial
4 proceedings and records in civil cases. In connection with non-dispositive motions, good
5 cause must be shown to support a filing under seal. *See Kamakana v. City and County*
6 *of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006), *Phillips v. Gen. Motors Corp.*, 307
7 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-Welbon v. Sony Electrics, Inc.*, 187 F.R.D.
8 576, 577 (E.D. Wis. 1999) (even stipulated protective orders require good cause
9 showing), and a specific showing of good cause or compelling reasons with proper
10 evidentiary support and legal justification, must be made with respect to Protected
11 Material that a party seeks to file under seal. The parties' mere designation of Disclosure
12 or Discovery Material as CONFIDENTIAL does not—without the submission of
13 competent evidence by declaration, establishing that the material sought to be filed under
14 seal qualifies as confidential, privileged, or otherwise protectable—constitute good
15 cause.

16 Further, if a party requests sealing related to a dispositive motion or trial, then
17 compelling reasons, not only good cause, for the sealing must be shown, and the relief
18 sought shall be narrowly tailored to serve the specific interest to be protected. *See Pintos*
19 *v. Pacific Creditors Ass'n*, 605 F.3d 665, 677-79 (9th Cir. 2010). For each item or type
20 of information, document, or thing sought to be filed or introduced under seal in
21 connection with a dispositive motion or trial, the party seeking protection must articulate
22 compelling reasons, supported by specific facts and legal justification, for the requested
23 sealing order. Again, competent evidence supporting the application to file documents
24 under seal must be provided by declaration.

25 Any document that is not confidential, privileged, or otherwise protectable in its
26 entirety will not be filed under seal if the confidential portions can be redacted. If
27 documents can be redacted, then a redacted version for public viewing, omitting only
28 the confidential, privileged, or otherwise protectable portions of the document, shall be

1 filed. Any application that seeks to file documents under seal in their entirety should
2 include an explanation of why redaction is not feasible.

3 **2. DEFINITIONS**

4 **2.1 Action:** *The Estate of Richard Risher, Jr. et al. v. City of Los Angeles, et*
5 *al., CV17-00995-MWF(KKx)*

6 **2.2 Challenging Party:** a Party or Non-Party that challenges the designation
7 of information or items under this Order.

8 **2.3 “CONFIDENTIAL” Information or Items:** information (regardless of
9 how it is generated, stored or maintained) or tangible things that qualify for protection
10 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
11 Statement. This also includes (1) any information copied or extracted from the
12 Confidential information; (2) all copies, excerpts, summaries, abstracts or compilations
13 of Confidential information; and (3) any testimony, conversations, or presentations that
14 might reveal Confidential information.

15 **2.4 Counsel:** Counsel of record for the parties to this civil litigation and their
16 support staff.

17 **2.5 Designating Party:** a Party or Non-Party that designates information or
18 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

19 **2.6 Disclosure or Discovery Material:** all items or information, regardless of
20 the medium or manner in which it is generated, stored, or maintained (including, among
21 other things, testimony, transcripts, and tangible things), that are produced or generated
22 in disclosures or responses to discovery in this matter

23 **2.7 Expert:** a person with specialized knowledge or experience in a matter
24 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
25 expert witness or as a consultant in this Action.

26 **2.8 House Counsel:** attorneys other than Counsel (as defined in paragraph 2.4)
27 and who are employees of a party to this Action. House Counsel does not include
28 Outside Counsel of Record or any other outside counsel.

1 **2.9 Non-Party:** any natural person, partnership, corporation, association or
2 other legal entity not named as a Party to this action.

3 **2.10 Outside Counsel of Record:** attorneys who are not employees of a party
4 to this Action but are retained to represent or advise a party to this Action and have
5 appeared in this Action on behalf of that party or are affiliated with a law firm that has
6 appeared on behalf of that party, and includes support staff.

7 **2.11 Party:** any party to this Action, including all of its officers, directors,
8 boards, departments, divisions, employees, consultants, retained experts, and Outside
9 Counsel of Record (and their support staffs).

10 **2.12 Producing Party:** a Party or Non-Party that produces Disclosure or
11 Discovery Material in this Action.

12 **2.13 Professional Vendors:** persons or entities that provide litigation support
13 services (e.g., photocopying, videotaping, translating, preparing exhibits or
14 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
15 their employees and subcontractors.

16 **2.14 Protected Material:** any Disclosure or Discovery Material that is
17 designated as “CONFIDENTIAL.”

18 **2.15 Receiving Party:** a Party that receives Disclosure or Discovery Material
19 from a Producing Party.

20
21 **3. SCOPE**

22 The protections conferred by this Stipulation and Order cover not only Protected
23 Material (as defined above), but also (1) any information copied or extracted from
24 Protected Material; (2) all copies, excerpts, abstracts, summaries, or compilations of
25 Protected Material; and (3) any testimony, conversations, or presentations by Parties or
26 their Counsel that might reveal Protected Material.

27 Any use of Protected Material at trial shall be governed by the orders of the trial
28 judge. This Order does not govern the use of Protected Material at trial.

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3 **4. DURATION**

4 Once a case proceeds to trial, information that was designated as
5 CONFIDENTIAL or maintained pursuant to this protective order used or introduced as
6 an exhibit at trial becomes public and will be presumptively available to all members of
7 the public, including the press, unless compelling reasons supported by specific factual
8 findings to proceed otherwise are made to the trial judge in advance of the trial. *See*
9 *Kamakana*, 447 F.3d at 1180-81 (distinguishing “good cause” showing for sealing
10 documents produced in discovery from “compelling reasons” standard when merits-
11 related documents are part of court record). Accordingly, the terms of this protective
12 order do not extend beyond the commencement of the trial as to the Confidential
13 Information used or introduced as an exhibit at trial.

14

15 **5. DESIGNATING PROTECTED MATERIAL**

16 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

17 Each Party or Non-Party that designates information or items for protection under
18 this Order must take care to limit any such designation to specific material that qualifies
19 under the appropriate standards. The Designating Party must designate for protection
20 only those parts of material, documents, items or oral or written communications that
21 qualify so that other portions of the material, documents, items or communications for
22 which protection is not warranted are not swept unjustifiably within the ambit of this
23 Order.

24 Mass, indiscriminate or routinized designations are prohibited. Designations that
25 are shown to be clearly unjustified or that have been made for an improper purpose (e.g.,
26 to unnecessarily encumber the case development process or to impose unnecessary
27 expenses and burdens on other parties) may expose the Designating Party to sanctions.

28

1 If it comes to a Designating Party's attention that information or items that it
2 designated for protection do not qualify for protection, that Designating Party must
3 promptly notify all other Parties that it is withdrawing the inapplicable designation.

4 **5.2 Manner and Timing of Designations.** Except as otherwise provided in
5 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
6 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
7 under this Order must be clearly so designated before the material is disclosed or
8 produced.

9 Designation in conformity with this Order requires:

10 (a) for information in documentary form (e.g., paper or electronic documents, but
11 excluding transcripts of depositions or other pretrial or trial proceedings), that the
12 Producing Party affix at a minimum, the legend "CONFIDENTIAL" or words of a
13 similar effect, and that includes the case name and case number (hereinafter
14 "CONFIDENTIAL legend"), to each page that contains protected material. If only a
15 portion of the material on a page qualifies for protection, the Producing Party also must
16 clearly identify the protected portion(s) (e.g., by making appropriate markings in the
17 margins).

18 A Party or Non-Party that makes original documents available for inspection need
19 not designate them for protection until after the inspecting Party has indicated which
20 documents it would like copied and produced. During the inspection and before the
21 designation, all of the material made available for inspection shall be deemed
22 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants
23 copied and produced, the Producing Party must determine which documents, or portions
24 thereof, qualify for protection under this Order. Then, before producing the specified
25 documents, the Producing Party must affix the "CONFIDENTIAL legend" to each page
26 that contains Protected Material. If only a portion of the material on a page qualifies for
27 protection, the Producing Party also must clearly identify the protected portion(s) (e.g.,
28 by making appropriate markings in the margins).

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3 (b) for testimony given in depositions that the Designating Party identifies the
4 Disclosure or Discovery Material on the record, before the close of the deposition all
5 protected testimony.

6 (c) for information produced in some form other than documentary and for any
7 other tangible items, that the Producing Party affix in a prominent place on the exterior
8 of the container or containers in which the information is stored the legend
9 "CONFIDENTIAL." If only a portion or portions of the information warrants
10 protection, the Producing Party, to the extent practicable, shall identify the protected
11 portion(s).

12 **5.3 Inadvertent Failures to Designate.** If timely corrected, an inadvertent
13 failure to designate qualified information or items does not, standing alone, waive the
14 Designating Party's right to secure protection under this Order for such material. Upon
15 timely correction of a designation, the Receiving Party must make reasonable efforts to
16 assure that the material is treated in accordance with the provisions of this Order.

17

18 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

19 **6.1 Timing of Challenges.** Any Party or Non-Party may challenge a
20 designation of confidentiality at any time that is consistent with the Court's Scheduling
21 Order.

22 **6.2 Meet and Confer.** The Challenging Party shall initiate the dispute
23 resolution process under Local Rule 37.1 et seq.

24 **6.3** The burden of persuasion in any such challenge proceeding shall be on the
25 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,
26 to harass or impose unnecessary expenses and burdens on other parties) may expose the
27 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn
28 the confidentiality designation, all parties shall continue to afford the material in

1 question the level of protection to which it is entitled under the Producing Party's
2 designation until the Court rules on the challenge.

3 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

4 **7.1 Basic Principles.** A Receiving Party may use Protected Material that is
5 disclosed or produced by another Party or by a Non-Party in connection with this Action
6 only for prosecuting, defending or attempting to settle this Action. Such Protected
7 Material may be disclosed only to the categories of persons and under the conditions
8 described in this Order. When the Action has been terminated, a Receiving Party must
9 comply with the provisions of section 13 below (FINAL DISPOSITION).

10 Protected Material must be stored and maintained by a Receiving Party at a
11 location and in a secure manner that ensures that access is limited to the persons
12 authorized under this Order.

13 **7.2 Disclosure of “CONFIDENTIAL” Information or Items.** Unless
14 otherwise ordered by the court or permitted in writing by the Designating Party, a
15 Receiving Party may disclose any information or item designated “CONFIDENTIAL”
16 only to:

17 (a) the Receiving Party’s Counsel of Record in this Action, as well as employees
18 of said Counsel of Record to whom it is reasonably necessary to disclose the information
19 for this Action;

20 (b) Experts (as defined in this Order) of the Receiving Party to whom disclosure
21 is reasonably necessary for this Action and who have signed the “Acknowledgment and
22 Agreement to Be Bound” (Exhibit A);

23 (c) the court and its personnel;

24 (e) court reporters and their staff;

25 (e) professional jury or trial consultants, mock jurors, and Professional Vendors
26 to whom disclosure is reasonably necessary for this Action and who have signed the
27 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

1 (f) the author or recipient of a document containing the information or a custodian
2 or other person who otherwise possessed or knew the information;

3 (g) during their depositions, witnesses, and attorneys for witnesses, in the Action
4 to whom disclosure is reasonably necessary provided: (1) the deposing party requests
5 that the witness sign the form attached as Exhibit A hereto; and (2) they will not be
6 permitted to keep any confidential information unless they sign the “Acknowledgment
7 and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating
8 Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to
9 depositions that reveal Protected Material may be separately bound by the court reporter
10 and may not be disclosed to anyone except as permitted under this Stipulated Protective
11 Order; and

12 (h) any mediator or settlement officer, and their supporting personnel, mutually
13 agreed upon by any of the parties engaged in settlement discussions and who have signed
14 the “Acknowledgment and Agreement to Be Bound” (Exhibit A).

15
16 **7.3.** Counsel making the disclosure to any qualified person described herein
17 shall retain the original executed copy of the Nondisclosure Agreement until sixty (60)
18 days after this litigation has become final, including any appellate review, and
19 monitoring of an injunction. Counsel for the Receiving Party shall maintain all signed
20 Nondisclosure Agreements and shall produce the original signature page upon
21 reasonable written notice from opposing counsel. If an issue arises regarding a purported
22 unauthorized disclosure of Confidential Information, upon noticed motion of contempt
23 filed by the Designating Party, counsel for the Receiving Party may be required to file
24 the signed Nondisclosure Agreements, as well as a list of the disclosed materials, in
25 camera with the Court having jurisdiction of the Stipulation.

26
27 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
28 **IN OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

- (a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;
- (b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and
- (c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

The Party served with the subpoena or court order shall not produce any information designated in this action as “CONFIDENTIAL”, unless the Party has obtained the Designating Party’s permission or an order from the court from which the subpoena or order issued. Nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this Action to disobey a lawful directive from another court.

9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Non-Party in this Action and designated as “CONFIDENTIAL.” Such information produced by Non-Parties in connection with this litigation is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an

1 agreement with the Non-Party not to produce the Non-Party's confidential information,
2 then the Party shall:

3 (1) promptly notify in writing the Requesting Party and the Non-Party that
4 some or all of the information requested is subject to a confidentiality agreement
5 with a Non-Party;

6 (2) promptly provide the Non-Party with a copy of the Stipulated
7 Protective Order in this Action, the relevant discovery request(s), and a reasonably
8 specific description of the information requested; and

9 (3) make the information requested available for inspection by the Non-
10 Party, if requested.

11 (c) If the Non-Party fails to seek a protective order from this court within 14 days
12 of receiving the notice and accompanying information, the Receiving Party may produce
13 the Non-Party's confidential information responsive to the discovery request. If the
14 Non-Party timely seeks a protective order, the Receiving Party shall not produce any
15 information in its possession or control that is subject to the confidentiality agreement
16 with the Non-Party before a determination by the court. Absent a court order to the
17 contrary, the Non-Party shall bear the burden and expense of seeking protection in this
18 court of its Protected Material.

19

20 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

21 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
22 Protected Material to any person or in any circumstance not authorized under this
23 Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing
24 the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
25 all unauthorized copies of the Protected Material, (c) inform the person or persons to
26 whom unauthorized disclosures were made of all the terms of this Order, and (d) request
27 such person or persons to execute the "Acknowledgment and Agreement to Be Bound"
28 that is attached hereto as Exhibit A.

1 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
2 **PROTECTED MATERIAL**

3 When a Producing Party gives notice to Receiving Parties that certain
4 inadvertently produced material is subject to a claim of privilege or other protection, the
5 obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure
6 26(b)(5)(B). This provision is not intended to modify whatever procedure may be
7 established in an e-discovery order that provides for production without prior privilege
8 review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach
9 an agreement on the effect of disclosure of a communication or information covered by
10 the attorney-client privilege or work product protection, the parties may incorporate their
11 agreement in the stipulated protective order submitted to the court.

12 **12. MISCELLANEOUS**

13 **12.1 Right to Further Relief.** Nothing in this Order abridges the right of any
14 person to seek its modification by the Court in the future.

15 **12.2 Right to Assert Other Objections.** By stipulating to the entry of this
16 Protective Order, no Party waives any right it otherwise would have to object to
17 disclosing or producing any information or item on any ground not addressed in this
18 Stipulated Protective Order. Similarly, no Party waives any right to object on any
19 ground to use in evidence of any of the material covered by this Protective Order.

20 **12.3 Filing Protected Material.** A Party that seeks to file under seal any
21 Protected Material must comply with Local Civil Rule 79-5. Protected Material may
22 only be filed under seal pursuant to a court order authorizing the sealing of the specific
23 Protected Material at issue. If a Party's request to file Protected Material under seal is
24 denied by the court, then the Receiving Party may file the information in the public
25 record unless otherwise instructed by the court.

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1 **13. FINAL DISPOSITION**

2 After the final disposition of this Action, as defined in paragraph 4, within 60 days
3 of a written request by the Designating Party, each Receiving Party must return all
4 Protected Material to the Producing Party. As used in this subdivision, “all Protected
5 Material” includes all copies, abstracts, compilations, summaries, and any other format
6 reproducing or capturing any of the Protected Material. the Receiving Party must submit
7 a written certification to the Producing Party (and, if not the same person or entity, to
8 the Designating Party) by the 60 day deadline that (1) identifies (by category, where
9 appropriate) all the Protected Material that was returned and (2) affirms that the
10 Receiving Party has not retained any copies, abstracts, compilations, summaries or any
11 other format reproducing or capturing any of the Protected Material. Notwithstanding
12 this provision, Counsel are entitled to retain an archival copy of all pleadings, motion
13 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
14 deposition and trial exhibits, expert reports, attorney work product, and consultant and
15 expert work product, even if such materials contain Protected Material. Any such
16 archival copies that contain or constitute Protected Material remain subject to this
17 Protective Order as set forth in paragraph 4.

18 **14. VIOLATION**

19 Any violation of this Order may be punished by appropriate measures including,
20 without limitation, contempt proceedings and/or monetary sanctions.

21 ***IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.***

22 DATED: March 19, 2018

23 **LAW OFFICE OF CHRISTIAN F. PEREIRA**

24 By: _____ /s/ Christian F. Pereira

25 **CHRISTIAN F. PEREIRA, Esq.**

26 Attorneys for Plaintiffs, **THE ESTATE OF**

27 **RICHARD RISHER and LISA SIMPSON**

1 DATED: March 19, 2018

FILER | PALMER, LLP

3 By: /s/ Justin A. Palmer

4 JUSTIN A. PALMER, Esq.

5 Attorneys for Plaintiffs, THE ESTATE OF
RICHARD RISHER and LISA SIMPSON

6 DATED: March 19, 2018

HURRELL CANTRALL LLP

8 By: /s/ Thomas C. Hurrell

9 THOMAS C. HURRELL, Esq.

CHARLES PHAN, Esq.

10 Attorney for Defendant, ISAAC FERNANDEZ

11 DATED: March 19, 2018

FERGUSON, PRAET & SHERMAN, APC

13 By: /s/ Peter J. Ferguson

14 PETER J. FERGUSON, Esq.

15 Attorney for Defendant, FRANCISCO ZARAGOZA

16 DATED: March 19, 2018

17 MICHAEL N. FEUER, City Attorney

18 THOMAS H. PETERS, Chief Assistant City Attorney

19 CORY M. BRENT, Assistant City Attorney

21 By: /s/ Colleen R. Smith

22 COLLEEN R. SMITH, Deputy City Attorney

23 Attorneys for Defendants, CITY OF LOS

24 ANGELES, et al.

25 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

26 Dated: March 19, 2018

27 By: Kenly Kato

28 HONORABLE KENLY K. KATO

UNITED STATES MAGISTRATE JUDGE

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of *The Estate of Richard Risher, Jr. et al. v. City of Los Angeles, et al. CV17-00995-MWF-(KKx)*. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: